Case		Entered 06/08/23 16:49:42 Desc e 1 of 19				
1	Giovanni Orantes, Esq. 190060					
2	THE ORANTES LAW FIRM, P.C. 3435 Wilshire Blvd. – 27 <sup>th</sup> Floor					
3	Los Angeles, CA 90010 Tel: 213-389-4362					
4	Fax: 877-789-5776 go@gobklaw.com					
5						
6	General Insolvency Counsel for Debtor And Debtor-In-Possession					
7						
8	UNITED STATES BA	NKRUPTCY COURT				
9	CENTRAL DISTRIC	T OF CALIFORNIA				
10	LOS ANGELI	ES DIVISION				
11						
12	In re	Case No. 2:23-bk-12747-VZ				
13	Jong Uk Byun,	Chapter 11 Proceeding				
14	Jong Ck By an,	CHAPTER 11 STATUS REPORT;				
15	Delstan and	SUPPORTING DECLARATIONS				
16	Debtor and Debtor-In-Possession.	HEARING Date: June 22, 2023				
17		Time: 9:30 a.m. Place: Courtroom:1368				
18		255 E Temple St., Los Angeles, CA 90012				
19						
20						
21		ossession in the above Chapter 11 proceeding				
22	(the "Debtor"), hereby submits his Status Report a					
23	Compared Description	I.				
24	General Description					
25	Jong Uk Byun ("Debtor") commenced his  (the "Petition Date")	bankruptcy case on iviay 4, 2023				
26	(the "Petition Date").  The Debtor is a single individual. The Deb	tor come to the United States from Various in				
27	The Debtor is a single individual. The Debtor came to the United States from Korea in approximately 1992 and started engaging in the metal recycling business the following year. The					
28	Debtor formed Central Metal, Inc. ("CMI") in 199					
	bestor formed central Metal, Inc. ( Civil ) III 199	and operates that business, though Civil's				

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business has changed over time. CMI is a "C" corporation for tax purposes. CMI is currently in the business of renting real property assets that the Debtor rents to it, but Debtor is always attempting to identify new business opportunities and plans to exercise his right to engage in business to enhance his financial wherewithal, as necessary. Central Metal, Inc. filed a chapter 11 petition on January 8, 2010, Case No. 2:10- bk-1 0642-VZ. Central Metal, Inc. and was successful in getting a Plan of Reorganization confirmed on November 2, 2010. A discharge was entered on July 5, 2011. The debtor also filed a personal chapter 11 with his wife (now ex-wife) at about the same time, Case No. 2:10-bk-11241-VZ. He was also successful in getting a chapter 11 plan confirmed by Order entered on March 9, 2011. A discharge was entered on June 24, 2011. The Debtor also filed a case in 2020, which is discussed further below.

The Debtor's troubles continuing to this date commenced when Central Metal's largest customer Hyundai Steel Company, Ltd. ("Hyundai") breached its contract with Central Metal. From 2007 through mid-2016, Central Metal sold Hyundai more than \$180 million in recycled materials pursuant to a Memorandum of Understanding. Despite promises to the contrary, which caused Central Metal to purchase additional material handling equipment and expanding its business, Hyundai stopped buying products from Central Metal in 2016 without any formal notice. In breach of its promises to purchase 1.12 million tons of scrap metal since 2008, Hyundai barely purchased approximately 334,400 tons of scrap metal. As a result of Hyundai Steel's breach of its promises, CMI was never able to recover financially. CMI and, by extension, the Debtor have lost approximately \$32 Million from Hyundai's failure to purchase 140,000 tons of scrap metal annually. One important detail here is that Hyundai discontinued performing on its obligations to CMI when it made an equivalent promise to Prime Metals U.S.A., Inc. ("Prime Metals) in exchange for the purchase by Prime Metals of certain mortgages against the Debtor's real properties. Hyundai had previously agreed to purchase these real properties (and be flexible regarding collection) as compensation for Hyundai's breach of purchase agreements with CMI in 2008 (the "Notes").

Such Notes were the basis for attempting to foreclose on the Debtor's real properties on August 17, 2020.

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In short, Hyundai breached agreements with CMI, which caused CMI to incur losses of tens of millions of dollars in depreciating scrap metal and investments in equipment and expansion of operations. Hyundai then purchased the Notes; however, since Hyundai then continued breaching its promises to buy scrap metal, both CMI and the Debtor were unable to perform under the Notes.

The Debtor filed his 2020 personal chapter 11 case to stop a foreclosure sale of his real property by the senior deed of trust holder, Hyundai. The foreclosure sale was set for August 17, 2020. The Debtor had previously listed his Los Angeles properties for sale and secured three buyers to purchase all four properties for \$34.8 Million, which is less than what the Debtor believes he would get if given sufficient time for marketing and due diligence by potential purchasers. However, not even those sales could close before August 17, 2020. Hyundai refused to provide the Debtor any further extension even though the total sales price exceeded Hyundai's claims of approximately \$24 Million by roughly \$10 Million. When the Debtor was unable to convince Hyundai or the Superior Court for the County of Los Angeles to continue the sale, he was forced to file the bankruptcy petition.

The Debtor intended to prosecute litigation against Hyundai as part of his previous bankruptcy case. However, in the end, the Debtor compromised and had to pay off Hyundai to preserve the real estate he still has today and paid off Hyundai as well as several secured creditors with the proceeds of the sale of the Santa Fe Property. More specifically, the Debtor filed a Chapter 11 case in 2020 in the midst of the COVID-19 pandemic which halted real estate transactions and environmental inspections. He got an order dismissing it after he sold his biggest asset for \$35,150,000 and paid off his largest lienholders, leaving a total debt of less than \$5,000,000, the majority of which was held by parties which consented to the dismissal. The Debtor's biggest asset had an address of 8201 Santa Fe Avenue, Huntington Park, CA 90255 ("Santa Fe Property").

After the case was dismissed, the Debtor planned to pay his remaining debts over time and attempted to pay off his remaining consensual liens with loans secured by his remaining assets with an aggregate value of about \$24 Million and reached agreement with his remaining

#### Case 2:23-bk-12747-VZ Doc 25 Filed 06/08/23 Entered 06/08/23 16:49:42 Desc Main Document Page 4 of 19

consensual lienholders on a compromised collective amount of just \$2,100,000, which would increase over time depending on when the Debtor could pay the amount. Unfortunately, unlike the Santa Fe Property, the biggest remaining assets were not as easy to use as collateral. For the Santa Fe Property, its sale was held up for months or even years by the need to get environmental reports that COVID then prevented from being completed; however, the environmental reports concluded that only about \$25,000 was all that was needed to remediate any issues. For the largest remaining Los Angeles real estate, which was used to engage in the same activities as the Santa Fe Property, however, the environmental analyses so far vary but one estimates that the cost for remediation may be as high as \$2-2.5 Million depending on the depth of any contamination. Needless to say, the environmental issues delayed the Debtor from getting a loan against the remaining Los Angeles real estate and when he found lenders who would consider lending him money despite the environmental issues, the lenders withdrew when Packo Investments recorded a notice of default and then set a sale date.

On a parallel track, the Debtor engaged a real estate attorney who reviewed the loans in which Packo Investments was involved with the Debtor over the years and concluded that there were anomalies that warranted the filing of a complaint against Packo Investments, which he shared with Packo Investments weeks before filing it to avoid litigation but received no feedback and had to file it. The Court presiding over that lawsuit initially issued a temporary restraining order against selling the remaining Los Angeles real estate, but ultimately did not issue a preliminary injunction. Thus, the filing of the present Chapter 11 case was needed to preserve the properties with a value of about \$19 Million for the benefit of not only the Debtor but also of the few remaining creditors of Mr. Byun other than Packo Investments.

Days before the present bankruptcy petition was filed, the Debtor engaged in negotiations with lenders who were willing to lend him money to pay off Packo Investments to stop the pending foreclosure; however, a transaction could not be completed at that time, but the Debtor may still pursue getting those loans post-petition while also filing a plan of reorganization for confirmation.

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II. 1 **Disclosure Statement Filing Status** 2 The Debtor, through counsel, is in the process of preparing his Disclosure Statement and 3 Plan. He believes that he will be able to prepare and file a combined Disclosure Statement and 4 5 Chapter 11 plan in this case soon after the claims bar date period has expired, but may file one sooner, if possible. 6 7 III. 8 Proposed Bar Date and Deadline for Claim Objections 9 The Debtor requests that the Court issue a deadline to file proof of claims. The deadline 10 should be August 25, 2023. The Debtor does not request that a deadline to file objections to 11 claims be set. 12 IV. 13 Debtor has performed all duties under 11 U.S.C. §§ 521, 1106 and 1107 14 The Debtor has performed all his duties under 11 U.S.C. §§ 521, 1106 and 1107. 15 16 V. 17 **Debtor's Post-Petition Operations** 18 The Debtor is currently only renting his properties and depositing the rent in segregated 19 Debtor-In- Possession accounts. Otherwise, he provides management services to his wholly owned 20 company, Central Metal, Inc. He is not using cash collateral. 21 VI. 22 **Professionals** 23 At this time, the Debtor has only hired The Orantes Law Firm, P.C. ("the "Firm"), as his 24 general insolvency counsel. The Firm's employment application was filed on June 2, 2023 as 25 Docket No. 19. 26 The Debtor will be filing an application to employ a tax attorney and a litigation attorney

in the near future as well as a new accountant for the Debtor's accounting needs.

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### Main Document Page 6 of 19 VI. Timing for Filing of Plan and Disclosure Statement Again, the Debtor can file his Disclosure Statement and Plan soon after the claims bar date expires, but may file it sooner, if possible. The Debtor believes that there will be a distribution to general unsecured creditors in this case. The Debtor intends to strive diligently to reorganize his financial affairs as expeditiously as possible and hopes to have his plan of reorganization confirmed as expeditiously as possible. DATED: June 8, 2023 By: /s/Giovanni Orantes Giovanni Orantes, Esq. General Insolvency Counsel for Debtor and Debtor-in-Possession

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Case<sub>1</sub>2:23-bk-12747-VZ

#### **DECLARATION OF JONG UK BYUN**

I, Jong Uk Byun, hereby declare and state as follows:

- 1. I am the Debtor (hereinafter the "Debtor") in the case under Chapter 11 of the Bankruptcy Code, Case No. 2:23-bk-12747-VZ ("Case"). Except when based on information and belief, I make this declaration based on facts within my personal knowledge and if called as a witness, could and would testify thereto.
- 2. I caused to be filed the present case for relief under Chapter 11 on May 5, 2020 (the "Petition Date"). I believe it is important to explain the conditions that required my filing for relief.
- 3. I am a single individual. I came to the United States from Korea in approximately 1992 and started engaging in the metal recycling business the following year. I formed Central Metal, Inc. ("CMI") in 1993 and manage that business. Central Metal, Inc. filed a chapter 11 petition on January 8, 2010, Case No. 2:10- bk-1 0642-VZ. Central Metal, Inc. and was successful in getting a Plan of Reorganization confirmed on November 2, 2010. A discharge was entered on July 5, 2011. My then-wife and I also filed a personal chapter 11 at about the same time, Case No. 2:10-bk-11241-VZ. We were also successful in getting a chapter 11 plan confirmed by Order entered on March 9, 2011. A discharge was entered on June 24, 2011. I also filed a case in 2020, which is discussed further below.
- 4. My troubles continuing to this date commenced when Central Metal's largest customer Hyundai Steel Company, Ltd. ("Hyundai") breached its contract with Central Metal. From 2007 through mid-2016, Central Metal sold Hyundai more than \$180 million in recycled materials pursuant to a Memorandum of Understanding. Despite promises to the contrary, which caused Central Metal to purchase additional material handling equipment and expanding its business, Hyundai stopped buying products from Central Metal in 2016 without any formal notice. In breach of its promises to purchase 1.12 million tons of scrap metal since 2008, Hyundai barely purchased approximately 334,400 tons of scrap metal. As a result of Hyundai Steel's breach of its promises, CMI was never able to recover financially. CMI and, by extension, I have lost approximately \$32 Million from Hyundai's failure to purchase 140,000 tons of scrap metal annually. One important detail here is that Hyundai discontinued performing on its obligations to CMI when it made an

equivalent promise to Prime Metals U.S.A., Inc. ("Prime Metals) in exchange for the purchase by Prime Metals of certain mortgages against my real properties. Hyundai had previously agreed to purchase these real properties (and be flexible regarding collection) as compensation for Hyundai's breach of purchase agreements with CMI in 2008 (the "Notes").

- Such Notes were the basis for attempting to foreclose on my real properties on August
   17, 2020.
- 6. In short, Hyundai breached agreements with CMI, which caused CMI to incur losses of tens of millions of dollars in depreciating scrap metal and investments in equipment and expansion of operations. Hyundai then purchased the Notes; however, since Hyundai then continued breaching its promises to buy scrap metal, both CMI and I were unable to perform under the Notes.
- 7. I filed my 2020 personal chapter 11 case to stop a foreclosure sale of my real property by the senior deed of trust holder, Hyundai. The foreclosure sale was set for August 17, 2020. I had previously listed my Los Angeles properties for sale and secured three buyers to purchase all four properties for \$34.8 Million, which is less than what I believed I would get if given sufficient time for marketing and due diligence by potential purchasers. However, not even those sales could close before August 17, 2020. Hyundai refused to provide me with any further extension even though the total sales price exceeded Hyundai's claims of approximately \$24 Million by roughly \$10 Million. When I was unable to convince Hyundai or the Superior Court for the County of Los Angeles to continue the sale, I was forced to file the bankruptcy petition.
- 8. I intended to prosecute litigation against Hyundai as part of I previous bankruptcy case. However, in the end, I compromised and paid off Hyundai to preserve the real estate he still has today and paid off Hyundai as well as several secured creditors with the proceeds of the sale of the Santa Fe Property, defined below. More specifically, I filed a Chapter 11 case in 2020 in the midst of the COVID-19 pandemic which halted real estate transactions and environmental inspections. I got an order dismissing it after I sold my biggest asset for \$35,150,000 and paid off my largest lienholders, leaving a total debt of less than \$5,000,000, the majority of which is held by parties which consented to the dismissal. My biggest asset had an address of 8201 Santa Fe Avenue, Huntington Park, CA 90255 ("Santa Fe Property").

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- 9. After the case was dismissed, I planned to pay my remaining debts over time and attempted to pay off my remaining consensual liens with loans secured by my remaining assets with an aggregate value of about \$24 Million and reached agreement with my remaining consensual lienholders on a compromised collective amount of just \$2,100,000, which would increase over time depending on when I could pay the amount. Unfortunately, unlike the Santa Fe Property, the biggest remaining assets were not as easy to use as collateral. For the Santa Fe Property, its sale was held up for months or even years by the need to get environmental reports that COVID then prevented from being completed; however, the environmental reports concluded that only about \$25,000 was all that was needed to remediate any issues. For the largest remaining Los Angeles real estate, which was used to engage in the same activities as the Santa Fe Property, however, the environmental analyses so far vary but one estimates that the cost for remediation may be as high as \$2-2.5 Million depending on the depth of any contamination. Needless to say, the environmental issues delayed me from getting a loan against the remaining Los Angeles real estate and when I found lenders who would consider lending me money despite the environmental issues, the lenders withdrew when Packo Investments recorded a notice of default and then set a sale date.
- 10. On a parallel track, I engaged a real estate attorney who reviewed the loans in which Packo Investments was involved with me over the years and concluded that there were anomalies that warranted the filing of a complaint against Packo Investments, which I shared with Packo Investments weeks before filing it to avoid litigation but received no feedback and had to file it. The Court presiding over that lawsuit initially issued a temporary restraining order against selling the remaining Los Angeles real estate, but ultimately did not issue a preliminary injunction. Thus, the filing of the present Chapter 11 case was needed to preserve the properties with a value of about \$24 Million for the benefit of not only me but also of my relatively few remaining creditors other than Packo Investments.
- 11. Days before the present bankruptcy petition was filed, through my representatives, I engaged in negotiations with lenders who were willing to lend me money to pay off Packo Investments to stop the pending foreclosure; however, a transaction could not be completed at that

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time, but I may still pursue getting loans post-petition while also filing a plan of reorganization for confirmation. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was executed on June 8, 2023 in Los Angeles, California. 

#### **DECLARATION OF GIOVANNI ORANTES**

I, Giovanni Orantes, hereby declare and state as follows:

- 1. I am over the age of eighteen years and am not a party to this action; my business address is 3435 Wilshire Blvd. 27<sup>th</sup> Floor, Los Angeles, CA 90010, in Los Angeles County, California. I am duly licensed member of the bar of this Court. I have personal knowledge of the foregoing facts and if I am called upon to testify I could and would do so competently thereto.
- 2. I make this declaration pursuant to the Court's Order: (1) Setting Conference On Status Of Reorganization Case; (2) Requiring Debtors-In-Possession To Appear At Status Conference And File Report On Status Of Reorganization Case, Or Face Possible (A) Conversion Of Case To Chapter 7; (B) Dismissal Of Case; Or (C) Appointment Of Trustee; (3) Requiring Compliance With Standards Re Employment And Fee Applications; (4) Giving Notice Of Probable Use Of Court-Appointed Expert Witness For Contested Valuation Requests; (5) Mandating Use Of Forms For Disclosure Statement And Plan; And (6) Establishing Procedure For (A) Motion For Order Approving Adequacy Of Disclosure Statement; And (B) Motion For Order Confirming Plan; Status Conference hearing to be held on June 22, 2020 at 10:00 a.m.
- 3. Attached hereto as Exhibit "1" is a true and correct copy of my <u>estimated</u> budget for this case.

#### DEBTOR HAS PERFORMED ALL DUTIES UNDER 11 U.S.C. §§ 521, 1106 AND 1107

4. The Debtor has performed his duties under 11 U.S.C. §§ 521, 1106 and 1107 and will provide documents as requested by the U.S. Trustee at his Initial Debtor Interview or otherwise.

#### **PROFESSIONALS**

- 5. At this time, the Debtor has only hired The Orantes Law Firm, P.C. ("the "Firm"), as his general insolvency counsel. The Firm's employment application was filed on June 2, 2023 as Docket No. 19.
- 6. The Debtor will be filing an application to employ a tax attorney and a litigation attorney in the near future as well as a new accountant for the Debtor's accounting needs.

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#### PROPOSED BAR DATE AND DEADLINE FOR CLAIM OBJECTIONS

7. The Debtor requests that the Court issue a deadline to file proof of claims. Deadline should be August 25, 2023. The Debtor does not request that a deadline to have objections to claims be set.

#### TIMING FOR FILING OF PLAN AND DISCLOSURE STATEMENT

- 8. Again, the Debtor can file his Disclosure Statement and Plan soon after the claims bar date expires, but may file it sooner, if possible. The Debtor believes that there will be a distribution to general unsecured creditors in this case.
- 9. The Debtor and I intend to strive diligently to reorganize the Debtor's financial affairs as expeditiously as possible and hopes to have his plan of reorganization confirmed as expeditiously as possible.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 8th day of June 2023, at Los Angeles, CA.

/s/ Giovanni Orantes Giovanni Orantes

Exhibit 1

#### Jong Uk Byun

Categories of Services

Category: Asset Recovery/Analysis/Disposition

Name and or/Type	Hourly Rate (\$/hr)		Estimated # of Hours	 Total (\$) Estimate
Giovanni Orantes, Esq.	\$	500.00	25	\$ 12,500.00
Paralegals	\$	160.00	25	\$ 4,000.00
Total				\$ 16,500.00

Category: Business Operations

Name and or/Type	Hourly Rate (\$/hr)		Estimated # of Hours	Total (\$) Estimate
Giovanni Orantes, Esq.	\$	500.00	12	\$ 6,000.00
Paralegals	\$	160.00	4	\$ 640.00
Total				\$ 6,640.00

Category: Case Administration

Name and or/Type	Hourly Rate (\$/hr)		Estimated # of Hours	Total (\$) Estimate
Giovanni Orantes, Esq.	\$	500.00	20	\$ 10,000.00
Paralegals	\$	160.00	20	\$ 3,200.00
Total				\$ 13,200.00

Category: Claims Administration and Objections/Litigation

Name and or/Type	Hourly	/ Rate (\$/hr)	Estimated # of Hours	Total (\$) Estimate
Giovanni Orantes, Esq.	\$	500.00	45	\$ 22,500.00
Paralegals	\$	160.00	20	\$ 3,200.00
Total				\$ 25,700.00

Category: Fee/Employment Applications/Objections

Name and or/Type	Hourly Rate (\$/hr)		Estimated # of Hours	Total (\$) Estimate
Giovanni Orantes, Esq.	\$	500.00	12	\$ 6,000.00
Paralegals	\$	160.00	18	\$ 2,880.00
Total				\$ 8,880.00

Category: Automatic Stay

Name and or/Type	Hourly Rate (\$/hr)		De Hourly Rate (\$/hr) Estimated # of Hours			Total (\$) Estimate		
Giovanni Orantes, Esq.	\$	500.00	25	\$	12,500.00			
Paralegals	\$	160.00	25	\$	4,000.00			
Total				\$	16,500.00			

Category:

Plan and Disclosure Statement

Name and or/Type	Hourly Rate (\$/hr)		Rate (\$/hr) Estimated # of Hours		Total (\$) Estimate		
Giovanni Orantes, Esq.	\$	500.00	45	\$	22,500.00		
Paralegals	\$	160.00	25	\$	4,000.00		
Total				\$	26,500.00		

Total Estimated Fees	\$ 113,920.00
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Expenses (Estimate)

Document Reproduction (@ \$0.10/page)	\$6,000.00
Facsimile Charges (@ \$0.10/page for receipt only)	\$50.00
Postage	\$6,000.00
Total	\$12,050.00

#### PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 3435 Wilshire Blve., Suite 2920 Los Angeles, CA 90010

A true and correct copy of the foregoing document entitled (*specify*): <u>Chapter 11 Status Report</u> will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On <u>June 8</u>, <u>2023</u>, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Melody G Anderson on behalf of Creditor Creditors Adjustment Bureau, Inc. manderson@kifesg.com

Matthew L Eanet on behalf of Debtor Jong Uk Byun matt@eanetpc.com, sara@eanetpc.com

David W. Meadows on behalf of Interested Party Courtesy NEF david@davidwmeadowslaw.com

Kelly L Morrison on behalf of U.S. Trustee United States Trustee (LA) kelly.l.morrison@usdoj.gov

Giovanni Orantes on behalf of Debtor Jong Uk Byun go@gobklaw.com, gorantes@orantes-law.com,cmh@gobklaw.com,gobklaw@gmail.com,go@ecf.inforuptcy.com;orantesgr89122@notify.bestcase.com

United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

Service information continued on attached page

#### 2. SERVED BY UNITED STATES MAIL:

On <u>June 8, 2023</u>, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge <u>will be completed</u> no later than 24 hours after the document is filed.

United States Bankruptcy Court	Office of The United States Trustee
Honorable Vincent P. Zurzolo	915 Wilshire Blvd., Suite 1850
255 E. Temple Street, Suite 1360	Los Angeles, California 90017
Los Angeles, CA 90012	

Service information continued on attached page

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3. <u>SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL</u> (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date), I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge <u>will be completed</u> no later than 24 hours after the document is filed.				
		☐ Service information continued on attached page		
I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct				
June 8, 2023	Andrea M. Castro	Pale		
Date	Printed Name	Signature		

## **Top 20 Unsecured Creditors**

Adv. Fin./grand Pacifi	Bejac	Bmw Bank Of North Amer
5900 Pasteur Ct Ste 200	569 S. Van Buren Street	Attn: Bankruptcy
Carlsbad, CA 92008	Placentia, CA 92870	Po Box 3608
38	*	Dublin, OH 43016
Bok Sook Byun	California Dept. of Tax and	Cemex Construction
c/o Steven Polard	Fee Adm	Materials
1880 Century Park East,	Special Ops. MIC 55	1430 East Santa Clara Street
Ste. 404	Sacramento, CA 94279	Santa Paula, CA 93060
Los Angeles, CA 90067		
Complete Business Solutions	Creditors adjustment	Daniel Park
Group,	14226 Ventura Blvd.	3435 Wilshire Blvd. Ste.
C/o Joe Cole	Sherman Oaks, CA 91423	2700
20 N. 3rd St.		Los Angeles, CA 90010
Philadelphia, PA 19106		_
Deutsche Bank National	DLI Assets Bravo, LLC	DTSC- Site Clean Up
Trust Co.	Parker, Simon & Kokolis,	Program
c/o Ocwen Loan Servicing,	LLC	Po Box 806
LLC	110 N. Washington Street,	Sacramento, CA 95812
Attn: Bankruptcy Dept.	Ste. 500	
PO Box 24605	Rockville, MD 20850	
West Palm Beach, FL 33416		
Eisner Jaffe	Hose- Man	Jinah Oh
9601 Wilshire Blvd., 7th Fl.	5397 North Irwindale Ave	21856 S. Vermont Ave., #6
Beverly Hills, CA 90210	Baldwin Park, CA 91706	Torrance, CA 90502
Joan Park	Jourdain DeWard	Resnik Hayes Moradi LLP
c/o Daniel Park	c/o Daniel Park	17609 Ventura Blvd, Ste 314
3435 Wilshire Blvd., # 2700	3435 Wilshire Blvd. # 2700	Encino, CA 91316-5132
Los Angeles, CA 90010	Los Angeles, CA 90010	
Sequoia Financial Svcs	Wells Fargo Dealer Services	
Attn: Bankruptcy	Attn: Bankruptcy	
28632 Roadside Dr, Ste 110	1100 Corporate Center Drive	
Agoura Hills, CA 91301	Raleigh, NC 27607	

## **Secured Creditors**

Adv. Fin./grand Pacifi	Allen Park	Bae Family Trust
5900 Pasteur Ct Ste 200	440 S. Vermont Ave. Ste. 301	C/o Young U. Bae
Carlsbad CA 92008-0000	Los Angeles CA 90010-0000	C/o Packo Investments, Inc.
		440 S. Vermont Ave. #301
		Los Angeles CA 90020-0000

Bank of America	Bank of Hope	BFS West, Inc.
Attn: Bankruptcy	C/o Frandzel Robins Bloom	Attn: President or Corp.
4909 Savarese Circle	& Csato Attn: Hal D.	Officer 3301 University
Tampa FL 33634-0000	Goldflam	Pompano Beach FL 33065
1	1000 Wilshire Blvd., 19th Fl.	•
	Los Angeles CA 90017-0000	
Complete Business Solutions	Hyundai Steel Company	Kap Chan Chong
Group	c/o O'Melveny & Myers LLP	C/O Christine Chong, Esq.
C/o Joe Cole	Attn: Darren Patrick 400 S.	3580 Wilshire Blvd., Ste. 900
20 N. 3rd Street	Hope Street, 18th Fl. Los	Los Angeles CA 90010-0000
Philadelphia PA 19106-0000	Angeles CA 90071-0000	
Los Angeles County Tax	M&A Equitiies, LLC	Mohamed Sanfaz
Collector	C/o Allen Park	C/o Packo Invvestments, Inc.
Bankruptcy Unit	440 S. Vermont Ave.,	440 S. Vermont Ave., Ste. 301
Po Box 54110	Ste. 301	Los Angeles CA 90020-0000
Los Angeles CA 90054-0110	Los Angeles CA 90010-0000	
Packo Investments	San Bernardino County Tax	Select Portfolio Servicing, Inc
C/o Allen Park	Collector	Attn: Bankruptcy
440 S. Vermont Ave.,	Attn: Director or Executive	Po Box 65250
Ste. 301	Officer 172 West Third St.,	Salt Lake City UT 84165-0000
Los Angeles CA 90020-0000	First Floor	
	San Bernardino CA 92415	
Soo Yeong Kim	Southern Counties Oil, Co.	Toni Ko
Yeon Shim Song 8300 Santa	1800 W. Katella Ave., Ste.	1100 S. Hope Street Los
Fe Ave Huntington Park CA	400 Orange CA 92867-0000	Angeles CA 90015-0000
90255-0000		
Wells Fargo Bank NA	Wells Fargo Dealer Services	Yeon Shim Song
Attn: Bankruptcy	Attn: Bankruptcy	C/o J.J. Kim & Associates
Po Box 10438	1100 Corporate Center Drive	9252 Garden Grove Blvd., Ste.
Des Moines IA 50306-0000	Raleigh NC 27607-0000	23
		Garden Grove CA 92844